

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 04-149**

The City of Lincoln intends to enter into contract and invites you to submit a sealed bid for:

**CLEANING SERVICES FOR PUBLIC WORKS &
UTILITIES ENGINEERING SERVICES OFFICE**

MEETING OR EXCEEDING THE CITY OF LINCOLN SPECIFICATIONS

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, June 23, 2004** in the office of the Purchasing Agent, Suite 200, "K" Street Complex SW Wing, located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read aloud in the Bid/Conference Room located on the Ground Floor.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

BID REQUEST SPECIFICATION #04-149

CLEANING SERVICE FOR PUBLIC WORKS & UTILITIES ENGINEERING SERVICES OFFICE

BIDS DUE: 12:00 NOON
DATE: Wednesday, June 23, 2004

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned summiteer, having full knowledge of the requirements of The City of Lincoln for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the specifications as prepared by the City for the consideration of the amount set forth in the following price schedule:

1. Contractor's price proposal to provide cleaning services as specified for the period beginning:
 - 1.1 Annual Bid (May 1, 2004 through June 30, 2005)

TOTAL ANNUAL LUMP SUM OFFER: \$ _____

CONTRACTOR TO BE PAID MONTHLY
IN TWELVE EQUAL INSTALLMENTS OF: \$ _____ /mo.

NOTE: total of these monthly installments times 12 should equal the "Lump Sum Offer listed above.

2. List three commercial references below:

2.1 Company Name: _____
Address: _____
City/State/Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Approx. Annual Contract Value: \$ _____ # of sq. ft. cleaned: _____
How long have you had this account/customer: _____

2.2 Company Name: _____
Address: _____
City/State/Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Approx. Annual Contract Value: \$ _____ # of sq. ft. cleaned: _____
How long have you had this account/customer: _____

2.3 Company Name: _____
Address: _____
City/State/Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Approx. Annual Contract Value: \$ _____ # of sq. ft. cleaned: _____
How long have you had this account/customer: _____

2.4 List any contracts (either past or present) you have held with the City or County:

3. COMPANY BACKGROUND:

3.1 How long has your firm been performing commercial cleaning services?

3.2 How many full time employees does your firm have (working at least 36 hours/week)?

3.3 How many part time employees does your firm have?

3.4 Detail your arrival and departure schedule from our facility (indicating an estimate of daily, weekly and (if appropriate) any annual hours?

3.5 Detail your process for resolution of complaints or customer concerns?

4. The City intends to enter into a contract agreement with the successful bidder for a One (1) year period with the option to renew for two (2) additional One (1) year periods. All pricing must remain firm for the first full twelve month period of the contract.

Do you agree? ____ YES ____ NO, _____

4.1 After the first 12 month period, prices may be adjusted only once annually based on current inflation and actual expenses generated from the service. The City must receive a 90 day notice, in writing of any increase in price.

Do you agree? ____ YES ____ NO, _____

5. The City is also interested in an option to renew for one (1) additional three (3) year period (offer to renew will be mutually determined at the conclusion of the initial contract). All terms and conditions of the renewal period will be identical to the original contract period, unless mutually agreed upon via standard contract addendum process.

Will you consider the renewal offer, if extended by the City? ____ YES ____ NO

**NOTE: RETURN 2 COMPLETE COPY OF BID OFFER AND SUPPORTING MATERIAL
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 04-149**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to the City of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, INCLUDE WITH YOUR BID A STAMPED SELF ADDRESSED ENVELOPE.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence
	\$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 - (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - (d) Contractual Liability coverage shall be included.
 - (e) Products Liability and/or Completed Operations coverage shall be included.
 - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

SPECIFICATIONS for CLEANING SERVICES FOR THE PUBLIC WORKS & UTILITIES ENGINEERING SERVICES OFFICE FACILITY

GENERAL INFORMATION

1. SCOPE OF THE PROJECT: Public Works & Utilities Engineering Services here, in after referred to as the City; desires bids from interested firms, here in after referred to as contractor(s), to provide cleaning services for the Public Works & Utilities Engineering Services Office Building.
 - 1.1 The cleaning service shall include all labor, materials, machines, appliances and equipment necessary to provide and perform to the satisfaction of Engineering Operations Manager.
 - 1.2 Preference for award will be given to the Contractors whose bid substantially meet all of the required specifications, duties, terms and conditions as defined in this request.
 - 1.3 The first sixty (60) days of the contract period shall be a probationary period.
2. SITE VISIT: A site visit should be arranged by all interested bidders by contacting the Engineering Services Office located at: 531 Westgate Blvd. Suite 100, Lincoln. To arrange the site inspection contact:
Greg Topil at 441-8237 or his designated appointee.
 - 2.1 All interested contractors must visit the site to insure their proposal response is inclusive of all work to be performed.
 - 2.2 No subsequent financial adjustments will be authorized due to failure of the contractor to include work detailed in the specifications or conditions present at the site.
3. CONTRACTOR INSURANCE/BOND REQUIREMENTS: The successful contractor shall furnish to the City certificate(s) of insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City Contracts" within fourteen (14) days.
 - 3.1 Coverage shall remain in effect for the duration of the agreement, and the insuring company must agree to add the City of Lincoln as an additional insured, and notify them with 30 days written notice of cancellation, non-renewal, or material change in coverage.
 - 3.2 Also within that time period the successful bidder must:
 - 3.2.1 Furnish contract performance bond in a sum equal to two (2) monthly charges
4. NO USE OF TOBACCO PRODUCTS: The City does not allow smoking or the use of any tobacco products within it's facilities and on any property surrounding it's facilities.
 - 4.1 This ban applies to contractors and sub-contractors and their employees.

5. NO ALCOHOLIC BEVERAGES/ILLCIT DRUGS: The use or possession of alcoholic beverages or illicit drugs will not be permitted on the City's property.
 - 5.1 Any contract employee who reports for work showing evidence of an impaired condition shall not be permitted to remain on the premises.
 - 5.1.1 The Contractor is completely responsible for monitoring his/her employees and will be held responsible for proper handling of suspected incidents of improper use of alcohol or drugs.
6. QUALIFICATIONS OF THE BIDDER: The City may investigate as deemed necessary to determine the ability of the bidder to perform the required work, and the bidder shall furnish to the City all such information and data for this purpose.
 - 6.1 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy that the bidder is qualified to carry out the obligations of the contract and to complete the work specified herein.
 - 6.2 The City may require a verbal interview with one, some or all of the interested bidders.
 - 6.3 No bidder will be considered who is not at the present time actively engaged in the performance of Contract Cleaning Services and who cannot clearly demonstrate to the satisfaction of the City his/her ability to satisfactorily perform the work in accordance with the requirements of this specification.
 - 6.4 Bidder shall provide at least three references for other customers or firms who have similar needs to the City.
 - 6.4.1 References will be checked as well as any City/County Department/Agency currently using the Bidder's services.
 - 6.4.2 Information regarding the satisfaction of existing and past customers will be a consideration in the award of this project.
7. TERMINATION of CONTRACT
 - 7.1 During Probationary period:
 - 7.1.1 The City reserves the right to terminate the contract at any time during the probationary period without cause, upon ten (10) days written notice.
 - 7.2 For lack of appropriations:
 - 7.2.1 The City may terminate the contract as of August 31st of any fiscal year, should funds not be appropriated for the continuance of the contract into the following fiscal year.
 - 7.2.2 The City will give the contractor fifteen(15) days written notice of termination for lack of appropriated funds.
 - 7.3 For cause:
 - 7.3.1 The City may terminate the Contract with a thirty (30) day written notice if the Contractor:
 - 7.3.2 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete Cleaning Services as requested.
 - 7.3.3 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.
 - 7.3.4 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.

- 7.3.5 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
 - 7.3.6 Otherwise commits a substantial breach of any provision of the Contract Document.
 - 7.3.7 If the Janitorial services are found not to be in compliance with the terms and conditions of the Specification Document and accepted proposal, the City Agent shall notify the contractor of the complaint and non-compliance.
 - 7.3.8 The contractor shall be give twenty-four (24) hours to correct the cause of the complaint.
 - 7.3.9 If the city registers three(3) such complaints of non-compliance within any thirty (30) calendar day period, the city may cancel the contract for cause.
8. PROVIDED BY THE CITY: Materials provided by the City shall include: all restroom dispensers (paper, toilet tissue, etc.); all consumable paper products; entrance mats and runners; and waste paper baskets and plastic liners. A reasonable supply of: lighting, power, gas, and water for use in the cleaning of the facility.
9. PROVIDED BY THE CONTRACTOR: All cleaning supplies (including: soaps, waxes, disinfectants, etc.), equipment (machines, buckets, mops, etc.), supplies (chemicals, applicators, rags, etc.) and labor to provide complete cleaning services as outlined in these specifications.
10. COMMUNICATION AND SUPERVISION: The contractor shall assign as supervisor or person of authority to coordinate all work performed for the City.
- 10.1 Contractor's supervisor shall conduct a daily inspection of the premises to insure compliance with the required work.
- 10.2 Contractor's supervisor shall confer at least once a month with the City's representative to insure that the work requested has been performed to the City's satisfaction.
- 10.2.1 Cities Representative is Greg Topil and he can be reached at 441-8237.
- 10.3 The work outlined in these specifications shall not begin prior to 4:00 p.m. Monday through Friday except for holidays (will be provided to the successful contractor (10 total days), and shall be completed prior to 7:00 a.m. Monday through Friday.
- 10.4 The City shall issue keys to the facility to the successful contractor. The contractor must be bonded and shall be held strictly responsible for the keys issued.
- 10.4.1 No keys shall be duplicated.
- 10.4.2 In the event any key used by the contractor is lost, the contractor shall be responsible for the re-keying of the facility as directed by the City.
- 10.4.3 The contractor shall be held solely responsible for the security of the facility while on the premises and is also responsible for leaving the facility secure after performance of the cleaning service.

11. APPROXIMATE SPACE: We estimate the square footage of cleaning space to be as follows:

11.1 In General approximately 18,560 square feet of floor space As approx. follows:

11.1.1 Carpeted Surfaces

Administrative Offices		
Rooms 103 & 105		788 sq feet
City Eng. Office	106	143 sq feet
Conference	107	470 sq feet
CEIS Offices	108	563 sq feet
	109	86 sq feet
Traffic Operations	201	1665 sq feet
Sml Conf. Room	202	140 sq feet
Traf Manager	203	90 sq feet
Traf Eng. Office	204	90 sq feet
ST Manager	205	90 sq feet
Short Term Plan	206	1314 sq feet
LT Office	207	120 sq feet
Corridor	301	250 sq feet
DC Manager	208	90sq feet
DC Eng Office	209	90 sq feet
DC Eng Office	210	90 sq feet
DC Eng Office	211	90 sq feet
Design / Const	212	2888 sq feet
DC Printing	216	60 sq feet
City Eng Office	217	68 sq feet
Print / Plan	302	738 sq feet
Training	303	565 sq feet
Corridor	304	298 sq feet
Lab Offices	305	<u>394 sq feet</u>
Total Carpeted Surfaces approx		11180 Sq. Feet

11.1.2 Tiled Surfaces

Copier / Mail	104	150 sq feet
Vestible	111	395 sq feet
Corridor	112	410 sq feet
Corridor	113	450 sq feet
Womens Restroom	213	60 sq feet
Mens Restroom	214	60 sq feet
Employee Lounge	321	<u>400 sq feet</u>
Total Tiled Surfaces approx		1925 Sq. Feet

11.1.3 Ceramic Tiled Surfaces

Front Door Vestible	101	145 sq feet
Front Corridor	102	510 sq feet
Womens Restroom	315	500 sq feet
Mens Restroom	316	500 sq feet
Womens Alcove	319	55 sq feet
Mens Alcove	320	<u>55 sq feet</u>
Total Ceramic Tiled Surfaces approx		1765 Sq. Feet

11.14. **Physically Covered Carpet Surfaces: *No Flooring Treatments Required***
 (File Cabinets, File Drawers, Shelving Units , Print Plans Storage Units, Book
 Cases, Vertical Track Files) 3690 sq. feet
Total Physically Covered Carpeted Surfaces 3690 Sq. Feet

12. **INDEPENDENT CONTRACTOR:** It is understood by submission of this offer, the Bidder is an independent contractor and not an employee of the City for all purposes, including: wages, taxes, withholdings, benefits, employees relations, etc.

13. **INDEPENDENT PRICE DETERMINATION:** By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

14. **INDEMNIFICATION:** The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
 - 14.1 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14. shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

CLEANING SPECIFICATIONS AND STANDARDS - WORKSHEET

	DESCRIPTION OF TASK AND EXPECTED FREQUENCY BID AMT:	ANNUAL OFFICES	ANNUAL FOYER	TOTAL
1.	PLUMBING FIXTURES AND DISPENSER CLEANING: Shall be free of all deposits and stains so that the item is left without cleaning streaks, film, odor, or stains. AREA INVOLVED: All restrooms, toilets, sinks, showers and drinking fountains FREQUENCY: Daily	\$_____	\$_____	\$_____
2.	SWEEPING: Properly swept floor is free of dirt, dust, grit, lint, and debris, except imbedded dirt and grit. Corner and edges shall also be clean. AREA INVOLVED: All hard surface floors including entry ways FREQUENCY: Daily	\$_____	\$_____	\$_____
3.	TRASH REMOVAL: All waste receptacles shall be emptied and the contents shall be disposed of in the proper designated container provided by the City. All used trash liners are to be replaced as needed. AREA INVOLVED: All waste receptacles including those located in the backroom, patio, front door and cigarette receptacles FREQUENCY: Daily	\$_____	\$_____	\$_____
4.	VACUUM: Properly vacuumed floor is free of all dirt, dust, grit, lint and debris. Corners and edges shall also be cleaned. AREA INVOLVED: All carpeted surfaces and provided entrance mats FREQUENCY: Daily	\$_____	\$_____	\$_____
5.	METAL CLEANING: All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is to be removed from adjacent surfaces. AREA INVOLVED: All restroom and sink fixtures FREQUENCY: Daily	\$_____	\$_____	\$_____
6.	SPOT CLEANING: A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks. AREA INVOLVED: Any soiled area including baseboards FREQUENCY: As needed	\$_____	\$_____	\$_____
7.	ENTRY WINDOW CLEANING: Glass surface shall be free of finger prints, film, streaks, and tape with a uniformly clear appearance. AREA INVOLVED: All glass and mirrors FREQUENCY: Daily	\$_____	\$_____	\$_____
8.	DUSTING: A properly dusted surface is free of all dirt and dust streaks, lint, and cobwebs. AREA INVOLVED: All horizontal surfaces including all <u>horizontal blinds</u> , ceiling vents & base boards, furnishing tops.. FREQUENCY: Weekly	\$_____	\$_____	\$_____
9.	DAMP MOPPING: A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris, or standing water. AREA INVOLVED: All hard surface floors, including entry ways FREQUENCY: Daily	\$_____	\$_____	\$_____

	DESCRIPTION OF TASK AND EXPECTED FREQUENCY BID AMT:	ANNUAL OFFICES	ANNUAL FOYER	TOTAL
10	<p>SCRUBBING: Scrubbing is satisfactorily performed when all surfaces are with out imbedded dirt, cleaning solution, film, debris, stains, marks, standing water, and floor has uniformly clean appearance</p> <p>AREA INVOLVED: All hard surface floors</p> <p>FREQUENCY OFFICES - At least once a month, more if conditions require</p> <p>FOYER - At least <u>twice</u> a month, more if conditions require</p>	\$_____	\$_____	\$_____
11	<p>BUFFINGOR FINISHED FLOOR SURFACES: All finished floors will be buffed for maximum gloss, removal of surface dirt, and a uniform appearance.</p> <p>AREA INVOLVED: All finished hard surface floors</p> <p>FREQUENCY: At least monthly, more frequently if conditions warrant</p>	\$_____	\$_____	\$_____
12	<p>CARPET CLEANING: OFFICE ONLY: Periodic cleaning of carpets, shall be accomplished by steam cleaning or other methods in use.</p> <p>AREA INVOLVED: All carpet floor surfaces</p> <p>FREQUENCY: At least three times annually, spot cleaning as necessary</p>	\$_____	\$_____	\$_____
13	<p>LIGHTFIXTURE/VENTCLEANING: Fixtures/vents shall be washed free of dirt and dust streaks, lint and cobwebs.</p> <p>AREA INVOLVED: All light fixtures and ceiling vents</p> <p>FREQUENCY: At least once annually</p>	\$_____	\$_____	\$_____
14	<p>VACUUM/CLEANINGOF BLINDS: Blinds shall be vacuumed free of dust and dirt streaks, lint and cobwebs. Spot clean any fabric blinds as necessary.</p> <p>AREA INVOLVED: All vertical blinds</p> <p>FREQUENCY: At least once annually</p>	\$_____	\$_____	\$_____
15	<p>FLOOR FINISH REMOVAL: Finish removal is accomplished when surfaces have all finish removed to the flooring material, are free of dirt, stains, deposits, debris, cleaning solution, standing water and floor has uniform appearance when dry. Plain water rinse and pickup must follow finish removal immediately.</p> <p>AREA INVOLVED: All appropriate hard surface floors</p> <p>FREQUENCY: At least once every five (5)years, more frequently if conditions warrant</p> <p>NOTE: Assess condition at time of site visit to indicate necessity of this service.</p>	\$_____	\$_____	\$_____
16	<p>FLOOR FINISHING: Undertaken by powered machines. Finishing and sealing includes: 1) proper cleaning & preparation of surface including removal of residue/ previous washings, 2) proper rinsing of floors to remove all soap residue, 3) application of a minimum of three coats of floor finish on scrubbed floor and five coats on stripped floors.</p> <p>AREA INVOLVED: All appropriate hard surface floors</p> <p>FREQUENCY: At least once every five (5) years, more frequently if conditions warrant</p> <p>NOTE: Floors must be finished in accordance with manufacturers recommended standards using a UL listed slip resistant floor finish. Assess condition at site visit.</p>	\$_____	\$_____	\$_____
17	<p>EXTERIOR WINDOW CLEANING: All exterior windows to be cleaned inside and out.</p> <p>AREA INVOLVED: All glass surfaces and windows.</p> <p>FREQUENCY: Twice annually, once in the fall and spring</p>	\$_____	\$_____	\$_____

	DESCRIPTION OF TASK AND EXPECTED FREQUENCY BID AMT:	ANNUAL OFFICES	ANNUAL FOYER	TOTAL
18	<p>INTERIOR WINDOW CLEANING: All interior windows into offices interior office doors w/windows</p> <p>AREA INVOLVED: All interior windows into offices plus all interior doors with window. Window sills shall be cleaned free of dirt and dust.</p> <p>FREQUENCY: Once a week</p>	\$_____	\$_____	\$_____
19	<p>BATHROOM TILE: Wiping down the tile in the bathrooms</p> <p>AREA INVOLVED: All bathrooms</p> <p>FREQUENCY: As needed</p>	\$_____	\$_____	\$_____
20	<p>WASHING WALLS & LIGHT SWITCHES: Spot cleaning all painted walls & Light Switches as necessary</p> <p>AREA INVOLVED: Hallways, offices and bathrooms</p> <p>FREQUENCY: As needed</p>	\$_____	\$_____	\$_____
	SERVICES WORKSHEET TOTALS:	\$_____	\$_____	\$_____

GRAND TOTAL FOR ALL ANNUAL SERVICES LISTED: \$_____